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KeyBank National Association P.O. Box 16430 Boise, TD 83715 (360) 755-9045

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST

GRANTOR(S): ARTHUR J. WEIDEMAN CYNTHIA R. WEIDEMAN

HUSBAND WIFE

GRANTEE ("Lender"): KeyBank National Association

P.O. Box 16430 Boise, ID 83715

TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY 2101 FOURTH AVE SUITE 800 SEATTLE, WA

ABBREVIATED LEGAL DESCRIPTION: LOT 24-25 Thunder Wind Lane

(Additional legal description on page 6) ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: P70035 REFERENCE NUMBERS OF DOCUMENTS MODIFIED AND EXTENDED:

BORROWER

ARTHUR J. WEIDEMAN CYNTHIA R. WEIDEMAN

9206 THUNDERBIRD LN CONCRETE, WA 98237 TELEPHONE NO. IDENTIFICATION NO.

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 2nd day of
February 2008 is executed by and between the parties identified above and
KeyBank National Association
4910 Tiedeman Road, Suite B, Brooklyn, OH 44144 ("Lender").
A. On March 24, 2005 , Lender made a loan ("Loan") to Borrower evidenced by
Borrower's promissory note or agreement ("Note") payable to Lender in the original principal amount of
nine thousand and 00/100 Dollars
(\$ 9,000.00), which Note is secured by a deed of trust ("Deed of Trust") executed by Grantor
for the benefit of Lender and encumbering the real property described on Schedule A below ("Property") and recorded on March 29, 2005 in Book NA at Page NA in the Auditor's Office of SKAGIT County, Washington. The Note and Deed of Trust and any other related documents are
hereafter cumulatively referred to as the "Loan Documents". # 2005 0329 01 01
B. The Note and Deed of Trust are hereby modified as follows: 1. TERMS OF REPAYMENT.
The maturity date of the Note is extended to
outstanding sums due to Lender under the Note shall be paid in full, and the Deed of Trust is modified accordingly. The
parties acknowledge and agree that, as of, the unpaid principal balance due under
the Note was \$, and the accrued and unpaid interest on that date was \$
The new repayment terms are as follows:

2. ADDITIONAL MODIFICATIONS.

The Deed of Trust and Note are further modified as follows:

The original amount of the Note, which is secured by the Deed of Trust referenced above, and the original principal amount of such Deed of Trust in the amount of nine thousand and 00/100 dollars (\$9,000.00) is hereby increased to fifty two thousand five hundred and 00/100 dollars (\$52,500.00), an increase of forty three thousand five hundred and 00/100 dollars (\$43,500.00).

C. Additional Representations, Warranties and Agreements.

KBWA581B () Harland Financial Solutions, Inc. (1/7/08) (800) 937-3799

Grantor represents and warrants that Grantor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. Borrower and Grantor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

SCHEDULE A

The following described real property located in the County of <u>SKAGIT</u> State of <u>Washington</u>:

See Addendum A

SCHEDULE B

BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR OTHER FORECLOSURE ACTION.

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ACAPS # 080251819380C; ALS # 473102151201

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EXHIBIT A

LOTS 24 AND 25, BLOCK 1, "THUNDERBIRD LANE," AS PER PLAT RECORDED IN VOLUME 8 OF PLATS, PAGES 76 AND 77, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

LOTS 24-25 BLK 1 THUNDERBIRD LANE VOL 8 PGS 76-77

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO ARTHUR J. WEIDEMAN AND CYNTHIA R. WEIDEMAN, HUSBAND AND WIFE FROM ARTHUR JOHN WEIDEMAN BY DEED DATED MARCH 24, 2005 AND RECORDED MARCH 29, 2005 IN INSTRUMENT 200503290100, PAGE N/A IN THE LAND RECORDS OF SKAGIT COUNTY, WASHINGTON.

Permanent Parcel Number: P70035 ARTHUR J. WEIDEMAN AND CYNTHIA R. WEIDEMAN, HUSBAND AND WIFE

9206 THUNDERBIRD LANE, CONCRETE WA 98237

26581247/080251819380C Loan Reference Number :

First American Order No: 13928415

Identifier: FIRST AMERICAN LENDERS ADVANTAGE

First American Title Insurance

Lenders Advantage 1100 Superior Avenue, Suite 200

Cleveland, Ohio 44114 Attn: FACT

20080314005 **Skagit County Auditor**

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